



OFFICE OF THE
Attorney General

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ROBERT K. CORBIN
ATTORNEY GENERAL

Original
Sec of State #6926
Date Filed 1/6/81
A.G. # 80-863

INTERGOVERNMENTAL AGREEMENT

DETERMINATION

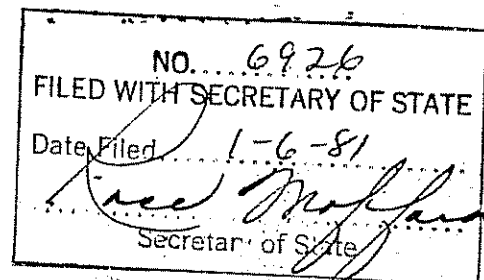
A. G. Contract No. 80-863, which is an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in proper form and is within the powers and authority granted to the State or its agencies under the laws of the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 19th day of December, 1980.

ROBERT K. CORBIN
Attorney General

James L. Hohnbaum
JAMES L. HOHNBAUM
Assistant Attorney General
Transportation Division



MAINTENANCE
INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
THE TOWN OF SPRINGERVILLE

THIS AGREEMENT, entered into pursuant to Arizona Revised Statutes, Section 11-951 through 11-954, as amended, by and between the STATE OF ARIZONA, acting by and through the ARIZONA DEPARTMENT OF TRANSPORTATION, hereinafter called "STATE", and the TOWN OF SPRINGERVILLE, hereinafter called "TOWN",

WHEREAS, the STATE is empowered by Arizona Revised Statutes Section 28-108 to enter into this Agreement and the Director of the Arizona Department of Transportation has delegated to the undersigned his authorization to execute this Agreement on behalf of the STATE;

WHEREAS, the TOWN is empowered by Arizona Revised Statutes Section 9-672 to enter into this Agreement, and acting by and through its duly elected governing body, has by that certain resolution attached hereto and incorporated herein as Exhibit "A" resolved to enter into this Agreement and has authorized the undersigned as its representative to execute the same on behalf of said TOWN;

WHEREAS, for the comfort and convenience of the traveling public, the TOWN considers it necessary and desirable that certain operations and maintenance activities be provided on the State Highway System in the TOWN. This work shall be limited to the operation and maintenance of State-installed highway/street lighting on US 60.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter to be kept by all parties, it is mutually agreed as follows:

1. The TOWN shall set aside sufficient funds and be responsible for all electrical energy costs to operate the State-installed highway/street lighting.

2. The TOWN shall set aside sufficient funds and be responsible for all routine maintenance, emergency maintenance, and operations of the State-installed highway/street lighting.

3. The TOWN shall indemnify, save harmless, and defend the STATE, its officers and employees, from all suits, actions or claims of any character brought: because of any injuries or damage received or sustained by any person, persons or property on account of the operations of any officer, employee, agent or contractor for the TOWN or in consequence of any neglect in safe-guarding the work; or because of any act of omission, neglect or misconduct of any officer, employee, agent or contractor for the TOWN in accomplishing the work.

4. Since this State-installed highway/street lighting is not necessary for the safety and protection of the traveling public, the STATE shall have the option of removing the State-installed lighting systems upon thirty (30) days written notice of that intent if, in the opinion of the STATE, maintenance and operation of the facilities is inadequate.

5. All parties are hereby put on notice that this AGREEMENT is subject to cancellation by the governor pursuant to Arizona Revised Statutes Section 38-511.

6. This Agreement shall remain in force and effect until the work therein embraced has been completed in accordance with terms of the Agreement or until earlier terminated by either the STATE or the TOWN upon thirty (30) days written notice of that intent, except, however, that the parties hereto shall retain any continuing obligations contemplated by this Agreement.

7. It is understood that this Agreement will cancel and supersede any previous Agreements for installation, maintenance, and betterment of highway/street lighting on those State Highways which traverse within the boundaries of the TOWN.

8. It is understood that upon the termination of this Agreement for any cause whatsoever, all properties which are the subject matter of this Agreement are declared to be property of the Arizona Department of Transportation.


9. Any disposal of properties subject to this Agreement shall be in a manner as otherwise prescribed by law concerning the disposal of public property.

10. This Agreement shall be filed with the Secretary of State and shall become effective upon such filing.

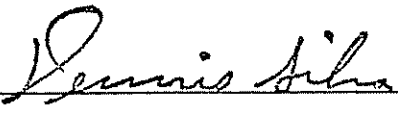
11. Attached to this Agreement and incorporated herein by reference is Exhibit "B" which is a copy of the written determination of the appropriate attorney that the TOWN is authorized under the law of this State to enter into this Agreement and that it is in proper form.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first written above.

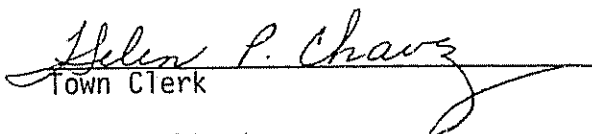
STATE OF ARIZONA
ARIZONA DEPARTMENT OF TRANSPORTATION

By: 
Chief Deputy State Engineer
Date: Dec. 11, 1980

TOWN OF SPRINGERVILLE

By: 
Title: Mayor
Date: 11-24-80

ATTEST:


Town Clerk
Date: 11-24-80

PREAUDITED IN ACCORDANCE
WITH A.D.O.T. PROCEDURES

DEC 31 1980

BY: *Paul W. Murphy*

EXTERNAL AUDIT SECTION